

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF OKLAHOMA**

1. WEATHER FUSION, L.L.C. an Oklahoma limited liability company,)	
)	
)	
Plaintiff,)	
)	
v.)	Case No. <u>CIV-12-765-C</u>
)	
2. WEATHER DECISION TECHNOLOGIES, INC., an Oklahoma corporation,)	
)	
)	
Defendant.)	

COMPLAINT

Plaintiff, Weather Fusion, L.L.C. (“Weather Fusion”), an Oklahoma limited liability company, for its causes of action against Weather Decision Technologies, Inc. (“WDT”), an Oklahoma corporation, alleges and states as follows:

JURISDICTION AND VENUE

1. This is an action arising in part under the laws of the United States, specifically, the Copyright Act of 1976, 17 U.S.C. § 101 *et seq.*

2. The Court has original jurisdiction of these claims pursuant to 28 U.S.C. §§ 1331 and 1338. Jurisdiction as to all other causes of action is proper pursuant to 28 U.S.C. § 1367 because the causes of action set forth are so related that they form a part of the same case or controversy.

3. Venue is proper in the Western District of Oklahoma pursuant to 28 U.S.C. §§ 1391 and 1400(a).

4. There is an actual controversy between the parties.

BACKGROUND

5. Paragraphs 1-4 are adopted, incorporated, and re-alleged herein.

6. Weather Fusion is a commercial weather company formed in 2007 to provide weather-related products and services to its customers, including roofing and construction contractors, insurance carriers, and insurance adjusters.

7. Weather Fusion has its principal offices at 2227 W. Lindsey St., Ste. 1213, Norman, Oklahoma, 73069.

8. On information and belief, WDT is a commercial weather company formed in 2000.

9. On information and belief, WDT has its principal offices at 201 David L. Boren Blvd., Ste. 270, Norman, Oklahoma, 73072.

10. On information and belief, WDT provides weather-related products and services to roofing and construction contractors, insurance carriers, and insurance adjusters that are in direct competition with Weather Fusion's products and services.

11. Weather Fusion's products and services include the operation of www.LiveHailMap.com ("LHM"), an e-commerce website for the controlled dissemination of Weather Fusion's intellectual property and products, specifically including weather maps.

12. In order to gain access to any web-based LHM products, Weather Fusion customers must register for a user account which requires that the customer provide information including, but not limited to, the user's name, contact information, line of business, and name of business.

13. Returning registered users authenticate their identity at the LHM website using a username/password security regime.

14. Users of the LHM website are subject to the terms and conditions (the “Terms and Conditions”) posted at and made available through the LHM website.

15. The LHM website requires users to (re)accept the Terms and Conditions every time a new user registration, website login, or product purchase is attempted.

16. The Terms and Conditions define the permitted use of Weather Fusion’s systems, website, and products.

17. The Terms and Conditions prohibit the reproduction, duplication, copying, selling, reselling, visiting, or exploiting the LHM website for any commercial purpose without the express consent of Weather Fusion.

18. Upon information and belief, WDT has reproduced, duplicated and copied sold, resold, visited or exploited the LHM website for a commercial purpose without the express consent of Weather Fusion.

19. Weather Fusion has been providing commercially superior hail-related reports to the marketplace through its LHM website

20. One product line offered via LHM is the “HailPath™” weather map product.

21. HailPath™ weather maps are forensic products that provide a graphical display of the location and intensity of hail storms across the United States.

22. HailPath™ weather maps are generally only accessible to registered and authenticated users at the LHM website.

23. The Terms and Conditions prohibit users from reproducing, duplicating or copying any portions of the LHM site, which include electronic copies of HailPath™ map files.

24. Upon information and belief, WDT has downloaded, reproduced, duplicated or copied portions of the LHM site, including electronic copies of HailPath™ map files, without the authorization or consent of Weather Fusion.

25. In agreeing to the Terms and Conditions, users make certain representations and warranties including representations and warranties regarding their identity and control over the account as follows: “You represent and warrant that the information you provide in creating an account with LiveHailMap.com and using its services is true and accurate and that you are the sole person accessing the account with your user information.”

26. On Friday, February 11, 2011 account number 1412 (“Account 1412”) was registered on the LHM website with the following user information:

- a. Name: Dwight Gibbs
- b. Email Address: dwightgibbs405@gmail.com
- c. Telephone: (405) 935-9883
- d. Business Name: Gibbs Roofing

27. Upon information and belief, WDT caused or otherwise induced the creation of Account 1412.

28. Upon information and belief, the user information provided in association with Account 1412 is false.

29. Upon information and belief, the public Internet Protocol (“IP”) address representing outgoing internet traffic from WDT’s corporate headquarters in Norman, Oklahoma is 156.110.98.78 (the “WDT IP Address”).

30. Account 1412 was registered from the WDT IP Address.

31. Although numerous HailPath™ weather maps were viewed via Account 1412 from the WDT IP Address, Account 1412 also accessed the LHM website using an AtLink Services, L.L.C. IP address in Noble, Oklahoma, specifically, IP address 72.214.102.65 (the “Noble IP Address”).

32. Account 1412 also accessed the LHM website from a Road Runner IP address in Waukesha, Wisconsin, IP address 72.135.238.30 (the “Wisconsin IP Address”).

33. Account 1412 used the Noble IP Address to access the LHM website between March 30, 2012 and July 1, 2012.

34. Account 1412 used the Wisconsin IP Address to access the LHM website on or about March 19, 2012.

35. Upon information and belief, Ben Baranowski, a product developer for WDT, was visiting Wisconsin on or about March 14, 2012 until on or about March 24, 2012.

36. Upon information and belief, Account 1412 is associated with Ben Baranowski, who resides in or near Noble, Oklahoma.

37. Weather Fusion began to suspect WDT was using a LHM account to wrongfully access the LHM website, violating the LHM Terms and Conditions and otherwise harming Weather Fusion in the manner described herein.

38. As a result of WDT's suspected activities, in late February of 2012, Weather Fusion implemented technological measures to block the WDT IP address from accessing the LHM website and its contents. Immediately thereafter, mobile data device IP addresses began to regularly access Account 1412. These mobile data device IP addresses are attached as Exhibit "1".

39. Upon information and belief, over the course of sixteen (16) months during 2011 and 2012, Account 1412 repeatedly accessed various HailPath™ weather maps.

40. Weather Fusion's tracking software recorded which HailPath™ weather maps were accessed by Account 1412 through the LHM website.

41. On May 16, 2010, Oklahoma City, Oklahoma experienced a significant hailstorm that caused millions of dollars worth of property damage.

42. Weather Fusion created a HailPath™ weather map of the Oklahoma City area for May 16, 2010 for LHM users (the "May 16th Map").

43. Weather Fusion registered the May 16th Map with the United States Copyright Office.

44. The application for copyright registration of the May 16th Map, Reg. No. VA 1-777-406, was filed on May 19, 2011.

45. On February 13, 2011, Account 1412 placed an order for the May 16th Map on the LHM website.

46. Prior to blocking the WDT IP Address, the May 16th Map was viewed at least fourteen (14) times from the WDT IP Address.

47. On Sunday, February 13, 2011, another order was placed by Account 1412 on the LHM website for four more HailPath™ weather maps:

- a. Shreveport, LA region HailPath™ weather map for March 31, 2008
- b. Minneapolis, MN region HailPath™ weather map for June 25, 2010
- c. Clarksville, TN region HailPath™ weather map for May 14, 2010
- d. Nashville, TN region HailPath™ weather map for May 14, 2010

48. Prior to blocking the WDT IP Address, these maps were viewed at least twenty-six (26) times from the WDT IP Address.

49. On Monday, March 21, 2011, a third order was placed on the LHM website by Account 1412 for a HailPath™ weather map of the Phoenix, Arizona region for October 5, 2010.

50. Prior to blocking the WDT IP Address, beginning on April 8, 2011, this map was viewed at least five (5) times from the WDT IP Address.

51. On February 9, 2011 LHM account number 1398 (“Account 1398”) was registered on the LHM website with the following user information:

- a. Name: Dave Van
- b. Email Address: davevan2@mac.com
- c. Telephone: (720) 635-2388
- d. Business Name: Personal

52. Upon information and belief, WDT caused or otherwise induced the creation of Account 1398.

53. Upon information and belief, the user information provided in association with Account 1398 is false.

54. Upon information and belief, the individual who registered, accessed and used Account 1398 is David VandenHeuvel, Senior Vice President of Enterprise Solutions for WDT, who currently resides near Purcell, Oklahoma.

55. Account 1398 was registered from IP address 98.23.233.192, which originates from Windstream Communications.

56. Windstream Communications services the Purcell, Oklahoma area.

57. Account 1398 was subsequently accessed by the WDT IP Address.

58. Upon information and belief, accounts associated with the WDT IP Address have accessed the LHM website in excess of 15,000 times.

59. Upon information and belief, WDT accessed the LHM website to inspect, copy, download, and otherwise reproduce various HailPath™ weather maps, including HailPath™ weather maps that are registered with the United States Copyright Office.

60. The copyright registrations for the HailPath™ weather maps accessed by WDT are attached as Exhibit “2” and are numbered as follows:

- 1) VA 1-777-406 Oklahoma City
- 2) VA 1-775-726 Grand Forks
- 3) VA 1-783-647 Grand Forks
- 4) VA 1-775-718 Riverton
- 5) VA 1-783-643 Riverton
- 6) VA 1-775-722 Billings
- 7) VA 1-775-735 Rapid City
- 8) VA 1-783-636 Rapid City
- 9) VA 1-775-721 North Platte
- 10) VA 1-775-725 Des Moines
- 11) VA 1-783-629 Des Moines
- 12) VA 1-775-373 La Crosse
- 13) VA 1-775-375 Fort Wayne
- 14) VA 1-783-658 Fort Wayne

- 15) VA 1-775-376 Hastings
- 16) VA 1-783-656 Hastings
- 17) VA 1-775-371 Aberdeen
- 18) VA 1-783-655 Aberdeen
- 19) VA 1-775-377 Sioux Falls
- 20) VA 1-783-654 Sioux Falls
- 21) VA 1-775-380 Bismarck
- 22) VA 1-783-653 Bismarck
- 23) VA 1-776-216 Cheyenne
- 24) VA 1-783-720 Cheyenne
- 25) VA 1-776-214 Milwaukee
- 26) VA 1-783-657 Milwaukee
- 27) VA 1-776-218 Minneapolis
- 28) VA 1-783-721 Minneapolis

29) VA 1-776-223 Springfield
30) VA 1-783-729 Springfield
31) VA 1-776-215 St. Louis
32) VA 1-783-727 St. Louis
33) VA 1-776-224 Chicago

34) VA 1-783-726 Chicago
35) VA 1-776-221 Del Rio
36) VA 1-783-728 Del Rio
37) VA 1-776-228 Enid
38) VA 1-783-730 Enid

61. Upon information and belief, WDT downloaded or otherwise created electronic copies of HailPath™ weather maps without the consent or authorization of Weather Fusion.

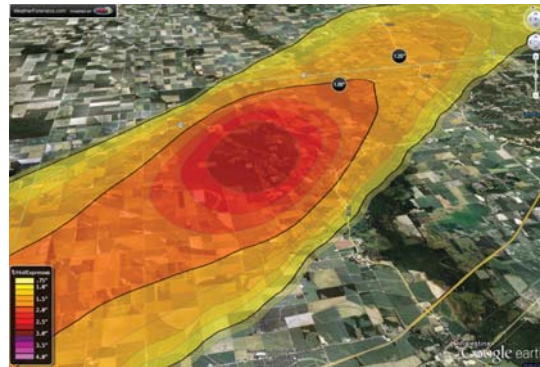
62. Upon information and belief, WDT incorporated copyrighted portions of Weather Fusion's HailPath™ weather maps in WDT's "HailExpressHD" product.

63. Upon information and belief, Ben Baranowski, was a product developer for WDT's HailExpressHD product.

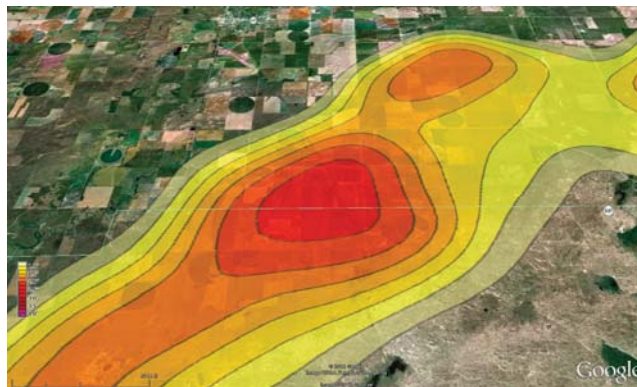
64. WDT's HailExpress is an earlier released forensic product that provides a graphical display of the location and intensity of hailstorms similar to, and in competition with, Weather Fusion's HailPath™ weather maps. An example of a HailExpress map is provided below:



65. In February of 2012, WDT launched HailExpressHD. A sample HailExpressHD map is provided below:



66. The graphical display provided by HailExpressHD is visually similar to many of Weather Fusion's HailPath™ weather maps, an example of which is provided below:



67. Upon information and belief, WDT created its HailExpressHD product using information gained from the LHM website and Weather Fusion's HailPath™ weather maps. Upon information and belief, WDT wrongfully accessed the LHM website in order to copy the layout and design selected by Weather Fusion, gain access to and understanding of Weather Fusion's proprietary services, and seek to make its hail related reports and services more closely align with the related reports and services of Weather Fusion.

68. Upon information and belief, WDT engaged in these numerous acts to avoid the significant research and development costs WDT would otherwise incur in improving its hail related reports and services.

69. On May 5, 2012, after WDT launched its HailExpressHD product, WDT announced a new, “dramatically reduced price” for its hail reports. WDT’s May 5th press release is attached as Exhibit “3”.

70. Upon information and belief, WDT engaged in numerous, wrongful acts to acquire Weather Fusion’s confidential proprietary information, rather than incurring the significant costs of research and development, so as to offer a significantly lower price for its hail-related products to better compete with Weather Fusion.

COUNT I
COPYRIGHT INFRINGEMENT

74. Weather Fusion re-alleges and incorporates by reference the allegations contained in each preceding paragraph.

75. WDT has wrongfully and willfully infringed Weather Fusion’s copyrights by copying, reproducing, distributing, publicly displaying and/or making derivative works of Weather Fusion’s copyrighted maps without permission from Weather Fusion.

76. Weather Fusion applied for and obtained Copyright Registrations for its LHM weather maps within the required time for statutory damages to be available.

77. By reason of WDT’s copyright infringement and threatened copyright infringement, Weather Fusion has sustained and will continue to sustain substantial injury, loss, and damage to its ownership rights in the copyrighted works.

78. Weather Fusion is entitled to recover from WDT the damages sustained by Weather Fusion as a result of WDT's acts of copyright infringement in an amount to be proven at trial. Weather Fusion is further entitled to recover from WDT actual damages, gains, profits, and advantages WDT has obtained as a result of its acts of copyright infringement in an amount to be proven at trial.

79. In the alternative, Weather Fusion is entitled to recover from WDT statutory damages for willful infringement under 17 U.S.C. §504.

80. Further irreparable harm to Weather Fusion is imminent as a result of WDT's conduct, and Weather Fusion is without an adequate remedy at law. Weather Fusion is, therefore, entitled to an injunction restraining WDT, its officers, directors, agents, employees, representatives, and all persons acting in concert with them from engaging in further such acts of copyright infringement.

COUNT II
BREACH OF CONTRACT

81. Weather Fusion re-alleges and incorporates by reference the allegations contained in each preceding paragraph

82. The Terms and Conditions are a valid, enforceable agreement between WDT and Weather Fusion.

83. WDT breached the Terms and Conditions as follows:

- a. By wrongfully making commercial use of the LHM website;

- b. By wrongfully downloading portions of the LHM website, including without limitation electronic copies of HailPath™ map files, without the express written consent of Weather Fusion;
- c. By reproducing, duplicating, copying, selling, reselling, visiting or otherwise exploiting the LHM website for commercial purpose without the express written consent of Weather Fusion; and
- d. By continuing to access and use the LHM website following its unauthorized use violations and subsequent termination of the license.

84. The foregoing represents material breaches of the Terms and Conditions. Weather Fusion has performed all conditions precedent under the Terms and Conditions and has not excused WDT's breach(es).

85. Weather Fusion has suffered damages as a result of WDT's breach(es) and is entitled to recover from WDT a monetary amount to be determined at trial.

86. Further irreparable harm to Weather Fusion is imminent as a result of WDT's conduct, and Weather Fusion is without an adequate remedy at law. Weather Fusion is, therefore, entitled to specific performance of its Terms and Conditions, restraining WDT, its officers, directors, agents, employees, representatives, and all persons acting in concert with them from engaging in further such acts of breach.

COUNT III
UNJUST ENRICHMENT

87. Weather Fusion re-alleges and incorporates by reference the allegations contained in each preceding paragraph.

88. WDT has gained substantial benefit from wrongfully accessing Weather Fusion's private systems and acquiring Weather Fusion's confidential and proprietary information, specifically, Weather Fusion's methodologies and techniques.

89. WDT improperly acquired the foregoing information and has wrongfully benefitted from that information by and through its wrongful access to the LHM website.

90. WDT's actions as described above constitute unjust enrichment in violation of Oklahoma common law.

91. Under the circumstances, it would be inequitable for WDT to retain that benefit without paying for it.

92. Weather Fusion is entitled to recover against WDT for the reasonable value of the benefits derived by WDT for their wrongful conduct in an amount to be proven at trial.

93. WDT should not be allowed to continue using wrongfully acquired confidential information and, consequently, Weather Fusion is entitled to an injunction restraining WDT from future sales and use of any WDT product which incorporates, in whole or in part, or arises out of use of Weather Fusion's confidential information.

COUNT IV
COMPUTER FRAUD AND ABUSE ACT

94. Weather Fusion re-alleges and incorporates by reference the allegations contained in each preceding paragraph.

95. The Computer Fraud and Abuse Act, 18 U.S.C. §1030(a)(2)(C) prohibits “intentionally access[ing] a computer without authorization or exceed[ing] authorized access, and thereby obtain[ing]... information from any protected computer.”

96. The Computer Fraud and Abuse Act, 18 U.S.C. §1030(a)(4) prohibits “knowingly and with intent to defraud, access[ing] a protected computer without authorization, or exceed[ing] authorized access, and by means of such conduct further[ing] the intended fraud and obtains anything of value.”

97. The Computer Fraud and Abuse Act, 18 U.S.C. §1030(g) provides civil standing where the conduct causes loss aggregating at least \$5,000 in damage during a one (1) year period.

98. WDT intentionally accessed Weather Fusion’s LHM database without authorization, or exceeded its authorized access, thereby obtaining LHM material, including weather maps.

99. WDT knowingly, and with intent to defraud, accessed Weather Fusion’s computer system without authorization, or exceeded its authorized access, and, by means of such conduct, furthered the intended fraud to cause a detriment to Weather Fusion greater than \$5,000 within a one (1) year period.

100. WDT's actions as described above constitute a violation of federal law for which Weather Fusion is entitled to recover damages from WDT in an amount to be proven at trial.

101. Further irreparable harm to Weather Fusion is imminent as a result of WDT's violation(s) of the Computer Fraud and Abuse Act against which Weather Fusion is without an adequate remedy at law to prevent. Weather Fusion is therefore entitled to an injunction restraining WDT, its officers, directors, agents, employees, representatives, and all persons acting in concert with them from engaging in further acts in violation of the Computer Fraud and Abuse Act in relation to Weather Fusion's websites.

COUNT V
FRAUD/DECEIT

102. Weather Fusion re-alleges and incorporates by reference the allegations contained in each preceding paragraph.

103. WDT provided user information to Weather Fusion to obtain multiple usernames and passwords from Weather Fusion to access the LHM website.

104. WDT represented that the user information was true and accurate.

105. WDT repeatedly represented that the user information was true and accurate with each subsequent login.

106. As alleged above, WDT's representations were false, and made by them knowing they were false, or alternatively, made as a positive assertion recklessly, without any knowledge of their truth, with the intent that Weather Fusion act upon the false representations, omissions and false impressions, fraudulently inducing Weather Fusion to provide access to the LHM website to WDT.

107. Weather Fusion did in fact provide such usernames and passwords and accompanying access to the LHM website in reliance upon the false representations and impressions made by WDT.

108. Weather Fusion would not have provided such usernames and passwords and accompanying access to WDT but for WDT's material misrepresentations.

109. WDT committed fraud and/or deceit by making such material misrepresentations and omissions which Weather Fusion reasonably relied upon to its detriment, thereby causing Weather Fusion damage.

110. Weather Fusion seeks economic damages for its losses including consequential damages that are foreseeable and traceable to the fraud. Weather Fusion hereby sues for those direct damages proximately caused by WDT's common law fraud in an amount to be determined at trial.

111. In addition, WDT's actions were malicious, wanton, reckless, willful, oppressive, thereby entitling Weather Fusion to punitive damages in an amount to be determined at trial.

COUNT VI
BREACH OF EXPRESS WARRANTY

112. Weather Fusion re-alleges and incorporates by reference the allegations contained in each preceding paragraph.

113. In creating its user account(s), WDT made an express warranty regarding the veracity of the user information WDT provided during account registration.

114. Upon information and belief, WDT did not provide truthful or accurate user information during account registration.

115. As a direct and proximate result of WDT's breach of this warranty, Weather Fusion suffered damages.

116. WDT's actions as described above constitute a breach of express warranty for which Weather Fusion is entitled to recover damages from WDT in an amount to be proven at trial.

COUNT VII
MISAPPROPRIATION OF TRADE SECRETS

117. Weather Fusion re-alleges and incorporates by reference the allegations contained in each preceding paragraph.

118. Because they are the superior hail-related reports in the weather industry, Weather Fusion's products, including HailPath™ maps, provide Weather Fusion with a competitive advantage.

119. For similar reasons, the designs, patterns, and methodologies reflected in Weather Fusion products provide Weather Fusion with a competitive advantage.

120. As a result, Weather Fusion takes great efforts to limit access to its products and services and provides such products and services only to registered users of the LHM website.

121. The Terms and Conditions of the LHM website further limit the allowable uses of Weather Fusion products and explicitly state that registered users may not sell Weather Fusion products and services.

122. Weather Fusion uses specific processes to secure its computer systems and the LHM website against access from unauthorized users.

123. LHM diligently tracks and extensively records all LHM website activity as well as access to specific products on the LHM website to ensure access to Weather Fusion products and services is limited to registered users of the LHM website.

124. Upon information and belief, WDT provided user information to Weather Fusion to obtain multiple usernames and passwords from Weather Fusion for access to the LHM website.

125. WDT represented that the user information was true and accurate.

126. WDT repeatedly represented that the user information was true and accurate with each subsequent login.

127. As alleged above, WDT's representations were false, and made by WDT knowing they were false.

128. Weather Fusion provided WDT access to the LHM website in reliance upon WDT's misrepresentations.

129. Using its ill-gotten user registration(s) to the LHM website, WDT accessed Weather Fusion's products and services and acquired Weather Fusion's techniques and methodologies related to those products.

130. WDT has subsequently used the wrongfully acquired confidential information regarding Weather Fusion's products and services to improve upon WDT products and services in direct competition with Weather Fusion's products and services.

131. WDT's foregoing acts constitute misappropriation of Weather Fusion's trade secrets in violation of Oklahoma's Uniform Trade Secret Act, 78 Okla. Stat. §§ 85 *et seq.*, for which Weather Fusion is entitled to monetary damages, including compensation for Weather Fusion's actual loss, as well as the imposition of a reasonable royalty for WDT's continued use of Weather Fusion's trade secrets.

132. In addition, WDT's actions were malicious, wanton, reckless, willful, oppressive, and done with intent to injure Weather Fusion and its business, thereby entitling Weather Fusion to punitive damages in an amount to be determined at trial.

133. WDT's malicious and willful actions further entitle Weather Fusion to an award of its reasonable attorneys' fees.

COUNT VIII
UNFAIR COMPETITION

134. Weather Fusion re-alleges and incorporates by reference the allegations contained in each preceding paragraph.

135. WDT's foregoing acts of misappropriation and fraud resulted in WDT wrongfully acquiring Weather Fusion's competitive developments without the cost of research and development.

136. WDT willfully and wrongfully used Weather Fusion's superior methodologies to improve upon its own products.

137. Thereafter, because it did not incur the costs of research and development like Weather Fusion, WDT significantly lowered the price of WDT products and services in competition with and mimicking Weather Fusion products and services.

138. WDT's actions as described above constitute unfair competition in violation of Oklahoma common law and Weather Fusion is entitled to monetary damages as a result.

PRAYER FOR RELIEF

Weather Fusion requests the Court enter judgment in its favor as follows:

A. Judgment be entered in favor of Weather Fusion against WDT as to each of the above counts;

B. WDT, together with its officers, directors, agents, employees, representatives, and all persons acting in concert with WDT, be enjoined from engaging in further acts of copyright infringement;

C. Weather Fusion be granted specific performance of its Terms and Conditions and that WDT, together with its officers, directors, agents, employees, representatives, and all persons acting in concert with WDT, be enjoined from engaging in further acts in breach of the Terms and Conditions;

D. WDT, together with its officers, directors, agents, employees, representatives, and all persons acting in concert with WDT, be enjoined from selling WDT products which incorporate, in whole or in part, Weather Fusion's confidential information;

E. WDT, together with its officers, directors, agents, employees, representatives, and all persons acting in concert with WDT, be enjoined from engaging in further acts in violation of the Computer Fraud and Abuse Act which are in any way related to Weather Fusion websites;

F. WDT be ordered to forfeit all profits gained from WDT's wrongful use and acquisition of Weather Fusion's products, trade secrets, and proprietary information;

G. WDT be ordered to pay the damages incurred by Weather Fusion as described above;

H. WDT be ordered to pay all of Weather Fusion's costs and reasonable attorneys' fees;

I. WDT be ordered to pay exemplary damages for its malicious behavior; and

J. Weather Fusion be granted all other legal and equitable relief as this Court may deem appropriate and just.

Respectfully submitted this 6th day of July, 2012.

/s/ Mark Spencer

Mark D. Spencer, OBA #12493
Andrew B Peterson, OBA #21321
Zachary A.P. Oubre, OBA # 30666
McAfee & Taft A Professional Corporation
Tenth Floor, Two Leadership Square
211 N. Robinson Avenue
Oklahoma City, OK 73102-7103
405/235-9621 (Telephone)
405/235-0439 (Facsimile)

ATTORNEYS FOR PLAINTIFF

JURY TRIAL DEMANDED

ATTORNEY'S LIEN CLAIMED

